

EXHIBIT “A”

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER - DEBRIS REMOVAL

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District _____, _____ County. The contractor shall provide all services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulation. Roads will be identified by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County assigned. The Department reserves the right to add or delete roadway segments at the direction of the Engineer at no additional cost to the Department. The Department, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency. While this contract scope provides for debris removal work off the state road system, any work off the State Road System must be authorized by the Department. Such work must be coordinated with the City or County having jurisdiction over it and must be authorized by the Department.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department’s Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a payment and performance bond provided by a surety authorized to

do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the Department. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Field Operations

The following listed services shall be performed by the Contractor in the presence of the Department, District _____, _____ County personnel or their designated representative:

- Provide equipment, labor, and materials necessary to perform the “first pass” and all subsequent passes directed by the Engineer. “First Pass” is defined as removing all debris on the affected roadways from within the rights-of-way as directed and authorized by the Department, FHWA, FEMA and their authorized representatives. The work associated with “first pass” and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative, C & D and Hazardous Materials; hauling materials to either a temporary debris staging and reduction site or final legal disposal site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or “waste to energy” facility.
- Once road priorities are established by the Department or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone.
- Provide labor, equipment and materials necessary to remove all stumps authorized by the Department, FHWA and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines.
- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.

- Coordinate with utility companies, as required, to permit safe removal of debris.
- Provide a means for FDOT or their designated representative to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR's) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.
- Provide a means for securing all TDSR's, throughout the life of the contract, to ensure no unauthorized or illegal dumping can occur at the site.
- Vacuum inlets and sweep curb and gutter sections.
- Damaged trees and exposed roots are to be removed to ground level.
- Remove leaning trees which are hazardous. Compensation will be per tree (Each).
- Remove leaning trees which are not an immediate hazard only when directed by the Department or their designated representative. Compensation will be by stump removal (if applicable) and debris removal (CY).
- Remove hanging limbs which are hazardous. Compensation will be per limb (Each).
- Fill any holes left by removed trees. The cost of borrow required for fill will be included in the cost of bid items.
- For Trees, Limbs, and Stumps provide services and documentation according to and in compliance with FEMA publication 9580.204.

Staging/Reduction

- Secure the necessary permits for the TDSR's for any non FDOT approved sites from the appropriate regulatory agencies, prepare and manage the TDSR's and when operations are complete, return all TDSR's to their original condition to the satisfaction of the Department and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure TDSR's have not been contaminated.
- Provide, operate and maintain equipment for debris reduction.
- Maintain segregation of debris (vegetative vs non-vegetative).
- Reduce and dispose of any vegetative debris hauled by the Department crews to the TDSR's.

- White goods and Hazardous Household waste shall be recycled in accordance with all federal, state and local rules, regulations and laws. White goods and Hazardous Household waste include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, TVs, computer monitors, refrigerators, freezers, window air conditioners and water heaters or coolers.
- Remove and recover Freon from any white goods and Hazardous household waste, such as refrigerators, freezers or air conditioners, at the final disposal site in accordance with federal, state and local rules, regulations and laws.
- Construction & Demolition debris shall be hauled directly to a licensed Florida Department of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) disposal facility. Tipping fees shall be reimbursed at cost, no mark-up allowed.

Administration and Paperwork

- With each invoice submitted for payment include a certification Disbursement of previous periodic payment to subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date.
- The contractor shall be responsible for the preparation of all invoices in a format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.

3.0 SERVICE TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all contractor operations.
- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local and private roadways authorized by the Department and FEMA and rights-of-way (primary and secondary roads) in District _____, _____ County. Prioritization of debris removal will be based on a “sector approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the Departments Engineer.

- Ensure no pickup of unauthorized debris by the contractor and his subcontractors unless directed by the Department.

Staging/Reduction

- Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- Ensure that all field crews are outfitted with required safety gear.

Administration and Paperwork

- Seven (7) part debris tickets will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.
- Spreadsheet format for invoices will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.

4.0 PAYMENT

- Payment, less applicable retainage as described below, will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed as required in Sections 1.0 and 2.0. Bid prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, all overheads and profits, except for travel to another District as set forth below.
- A lump sum retainage of \$10,000 per TDSR (staging area) will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the TDSR
- If mutually agreed, the Contractor may be requested to work in another District affected by the natural disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.
- The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

EXHIBIT "C"

FEE RATES FOR

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER – DEBRIS REMOVAL

Phase I – collection, hauling to staging site, reduction

<u>Description</u>	<u>Unit</u>	<u>*Estimated Quantity</u>	<u>**Unit Price</u>	<u>Total</u>
Loading and Hauling Debris to a TDS (Price to include MOT)	cubic yard	_____	_____	_____
Reduction by Grinding at the TDS	cubic yard	_____	_____	_____
Reduction by Incineration at the TDS	cubic yard	_____	_____	_____
<u>Stumps</u>				
24" - 48" Diameter stump removal	Each	_____	_____	_____
> 48" Diameter stump removal	Each	_____	_____	_____
Sweeping Curb and Gutter	Hour	_____	_____	_____
Vacuum Inlets	Hour	_____	_____	_____
Removal of Hanging Limbs (> 2" @ break)	Each	_____	_____	_____
Leaning Trees (> 6" @ 4.5' above ground)	Each	_____	_____	_____
Loading and Hauling C&D debris	cubic yard	_____	_____	_____
White Goods and Hazardous Household waste disposal	Each	_____	_____	_____
Freon recovery	Unit	_____	_____	_____

Phase II – loading of reduced material, final disposal

Loading and Hauling Reductions to a Final Disposition Site	cubic yard	_____	_____	_____
Disposal/Tipping Fees	Actual Cost			
TOTAL BID				_____

* Estimated Quantities used for determining low bidder only. Quantities are not intended to be an estimate of the actual quantities expected for this contract. Payment will be made based on actual units of work performed as approved by the Engineer.

** If a pay item is left blank or N/A is used, the bid may be declared irregular and the Department may reject the proposal.